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BROADBAND VIDEO SERVICES

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BROADBAND VIDEO SERVICES

2. GENERAL REGULATIONS

2.1 Responsibilities of the Telephone Company

2.1.1 Scope

- (A) The Telephone Company undertakes to provide Broadband Video Services where facilities are available and pursuant to the rates, regulations, terms, and conditions specified herein. Special Construction rates and regulations may apply where facilities are not available.
- (B) The Telephone Company does not undertake to control or provide programming under this tariff.
- (C) The Telephone Company shall be responsible for the installation, operation and maintenance of the services it provides.
- (D) The Telephone Company reserves the right, with prior notice, to access and to temporarily interrupt service for purposes of maintaining the company owned facilities used in providing service. Maintenance will be performed during hours that will minimize the impact of disruptions to the customer and/or its subscribers. In addition, negotiated unscheduled or emergency situations may necessitate additional interruption time.
- (E) For Wholesale Video Transport, the Telephone Company shall own, install and maintain the laser transmitters to be located at the HCDL, the optical fiber transport facilities from the customer's head-end to the RCDL(s), and the optical receivers to be located on the premises of the customer RCDL(s).

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2. GENERAL REGULATIONS (Cont'd)

2.1 Responsibilities of the Telephone Company (Cont'd)

2.1.2 Limitations

(A) The emergency provisioning and restoration of Broadband Video service shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the restoration priority for telecommunication services. (x)

(B) For Wholesale Video Transport, the Telephone Company warrants only that its facilities and services meet the standards set forth herein. CNR, CSO, and CTB signal quality parameters are affected by circuit length, condition of network facilities, and type of equipment utilized, all of which may adversely affect the signal quality. Therefore, the Telephone Company will guarantee signal quality parameters at the RCDL of CNR = 50 dB, CSO = -60 dBc and CTB = -60 dBc. However, where the customer requests signal quality parameters (CNR, CSO and CTB) better than CNR = 50dB, CSO = -60 dBc and CTB = -60 dBc, the Telephone Company will perform engineering review to determine if service can be provided. Where the Telephone Company can meet the customer's CNR, CSO and CTB requested, the customer requested CNR, CSO and CTB will be guaranteed by the Telephone Company for the duration of the service period subscribed to by the customer. Should engineering review indicate that the customer's request requires nonstandard Telephone Company equipment, additional charges may apply in addition to tariff rates. These charges will be filed under Section 4.1.9.8, Individual Case Charges for Nonstandard Equipment. (x)

The Telephone Company's ability to provide the guaranteed and/or customer requested signal quality parameters at the WVT RCDL is dependent upon the signal quality parameters provided by the customer at the transmit demarcation point and set forth under 2.3.5.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Responsibilities of the Telephone Company (Cont'd)

2.1.3 Liability

- (A) The Telephone Company's liability, if any, for willful misconduct is not limited by this tariff. With respect to any other claim or suit by a customer for damages associated with the installation, provision, termination, maintenance, repair or restoration of Broadband Video service, and subject to the provisions of (B) and (C), the Telephone Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the provision of service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a credit allowance for a provision of service interruption.
- (B) The Telephone Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Telephone Company, for its own act or omission, hold liable any other carrier or customer providing a portion of a service.
- (C) The Telephone Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the use of services offered under this tariff. The foregoing indemnity shall issue on the customer separately, each being responsible for its own acts and omissions, involving:
 - Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communications;

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2. GENERAL REGULATIONS (Cont'd)

2.1 Responsibilities of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

(C) (Cont'd)

- Claims for patent or copyright infringement arising from combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the customer; or
- All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this tariff.

(D) The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to the services so provided. The foregoing indemnity shall issue on the customer separately, each being responsible for its own acts and omissions.

(E) Except in the case of willful misconduct, under no circumstances whatever shall the Telephone Company be liable for indirect, incidental, special or consequential damages; and this disclaimer shall be effective notwithstanding any other provisions hereof.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Responsibilities of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

- (F) No license under patents is granted by the Telephone Company to the customer or shall be implied or arise by estoppel in the customer's favor with respect to any circuit, apparatus, system or method used by the customer in connection with services provided under this tariff.
- (G) The Telephone Company's failure to provide or maintain Broadband Video services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the interruption allowance provisions.
- (H) The Telephone Company will indemnify and save harmless the customer from liability for defacement or damage to the premises of the customer which defacement or damages directly results from the furnishing of facilities for the video transport system or by removal thereof, and when such defacement or damage is the direct result of the negligence of the Telephone Company's employees or agents.
- (I) Except in an emergency situation, the Telephone Company shall not rearrange, disconnect, remove or attempt to repair any equipment installed by the customer except as authorized in writing by the customer. The Telephone Company shall be responsible for damages to the facilities of the customer which are directly caused by the negligence or wrongful act of the Telephone Company's employees or agents.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Responsibilities of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

- (J) The Telephone Company shall indemnify and hold harmless the customer from any loss, damage, cost or expense incurred by the Telephone Company with respect to the Telephone Company's installation, operation, or maintenance of that portion of the video transport system which is required to be installed, operated or maintained by the Telephone Company pursuant to the terms of this tariff.
- (K) The Telephone Company shall not be liable for any loss or damage for delay or nonperformance due to the delay of a vendor's delivery of the equipment or facilities required for construction or operation of the video transport system. In the event of any delay resulting from such causes, the time for performance of each of the parties under this tariff (including the payment of moneys) shall be extended for a period of time reasonably necessary to overcome the effect of such delays.
- (L) The Telephone Company shall not be liable for any loss or damage for delay or nonperformance due to the delay of governmental approval required in providing a video transport system. In the event of any delay resulting from such cause, the time for performance of each of the parties under this tariff (including the payment of moneys) shall be extended for a period of time reasonably necessary to overcome the effect of such delays.
- (M) The Telephone Company shall not have any control or responsibility over the video programming services and/or video content offered by the customer to its subscribers. The Telephone Company shall not be liable for any loss or damage associated with any programming provided by the customer.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Responsibilities of the Telephone Company (Cont'd)

2.1.4 Provision of Service

The Telephone Company, to the extent that Broadband Video Services are or can be made available with reasonable effort, and after provisions have been made for the Telephone Company's local service, will provide to the customer, upon reasonable notice, Broadband Video Services offered in this tariff at rates and charges herein.

Wholesale Video Transport Service provided to a customer under this tariff may be connected directly to customer facilities, and/or may be connected to facilities of another telephone company or companies in the joint provisioning of WVT.

2.1.5 Maintenance of Service

The service provided under this tariff shall be maintained by the Telephone Company.

The Telephone Company or an agent of the Telephone Company shall not rearrange, move, disconnect, remove or attempt to repair any equipment installed by the customer except as authorized in writing by the customer.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Responsibilities of the Telephone Company (Cont'd)

2.1.6 Changes and Substitutions

Except as provided for equipment and systems subject to Part 68 (x) of the FCC Rules and Regulations in 47 C.F.R. Paragraph 68.110(b), the Telephone Company may, where such action is (x) reasonably required in the operation of its business, substitute, change, or rearrange any telephone plant used in providing Broadband Video services under this tariff, change minimum network protection criteria, change operating or maintenance characteristics of facilities, or change operations or procedures of the Telephone Company. In case of any such substitution, change or rearrangement, the facility parameters will be within generally accepted standards. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance.

- Should a major substitution, rearrangement or change occur, the Telephone Company shall notify the customer, in writing, at least one year in advance. A major change is described as any change in telephone plant which will affect the technical parameters of the interface (e.g., level, impedance, signaling, interface, bandwidth, two-wire, four-wire, etc.).
- Should a minor substitution, rearrangement or change occur, the Telephone Company shall notify the customer at least thirty days in advance. A minor change is described as any change in telephone plant which will not affect the technical parameters of the interface (e.g., level, impedance, signaling, interface, bandwidth, two-wire, four-wire, etc.).

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2. GENERAL REGULATIONS (Cont'd)

2.1 Responsibilities of the Telephone Company (Cont'd)

2.1.6 Changes and Substitutions (Cont'd)

The Telephone Company will work cooperatively with the customer relative to the redesign and implementation required by the change in operating characteristics.

2.1.7 Discontinuance and Refusal of Broadband Video Services

- (A) For failure to comply with the provisions of 2.2.2, 2.3.1, 2.3.6, and 2.4.1(D), including any payments to be made by it on the dates or at the times herein specified, the Telephone Company may discontinue the provision of the Broadband Video service to the noncomplying customer. In case of such discontinuance, all applicable charges shall become due.
- (B) If the customer repeatedly fails to comply with the provisions of this tariff in connection with the provision of a Broadband Video service and fails to correct such course of action, the Telephone Company may refuse applications for additional Broadband Video service to the noncomplying customer until the course of action is corrected.

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2. GENERAL REGULATIONS (Cont'd)

2.1 Responsibilities of the Telephone Company (Cont'd)

2.1.8 Preemption of Service

In certain instances, i.e., when spare facilities and/or equipment are not available, it may be necessary to preempt existing services to provision or restore National Security Emergency Preparedness (NSEP) Services. If, in its best judgement, the Telephone Company deems it necessary to preempt, then the Telephone Company will ensure that:

- (A) A sufficient number of public switched services are available for public use if preemption of such services is necessary to provision or restore NSEP Service.
- (B) The service(s) preempted have a lower or do not contain NSEP assigned priority levels.
- (C) A reasonable effort is made to notify the preempted service customer of the action to be taken.
- (D) A credit allowance for any preempted service shall be made in accordance with the provisions in Section 2.4.4(A).

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2. GENERAL REGULATIONS (Cont'd)

2.2 Use

2.2.1 Interference or Impairment

- (A) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company, including customer transmission equipment and facilities used with Broadband Video service, and associated with the services provided under this tariff shall not interfere with or impair service over any facilities of the Telephone Company, its connecting and concurring carriers, or other telephone companies involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to their employees or to the public.
- (B) Except as provided for equipment or systems subject to Part (x) 68 of the FCC Rules and Regulations in 47 C.F.R. Paragraph 68.108, if such characteristics or methods of operation are (x) not in accordance with (A), the Telephone Company will, where practicable, notify the customer, as appropriate, that temporary discontinuance of the use of service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of Broadband Video if such action is reasonable in the circumstances. In case of such temporary discontinuance the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

2.2.2 Unlawful Use of Service

The Broadband Video service is furnished subject to the condition that it will not be used for an unlawful purpose. Broadband Video service will be terminated if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such Broadband Video service is being used in violation of any applicable law, rule or regulation. The Telephone Company will refuse to furnish WVT when it has reasonable grounds to believe that such Broadband Video service will be used in violation of any law, rules or regulations, or Telephone Company's operating procedures.

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2. GENERAL REGULATIONS (Cont'd)

2.2 Use (Cont'd)

2.2.2 Unlawful Use of Service (Cont'd)

The Telephone Company may suspend service immediately upon verbal notice by a law enforcement agency, acting within its apparent jurisdiction, or if the Telephone Company otherwise determines, that the customer is using the service in a manner which violates any applicable law, rule or regulation, or Telephone Company's operating procedures.

2.3 Obligations of the Customer

2.3.1 Scope

- (A) The customer is responsible for obtaining any authorizations required to provide video programming services within the serving area.
- (B) The customer is responsible for providing all content and programming services on the video transport system.
- (C) The customer shall comply with all applicable FCC regulations and applicable laws, rules and regulations, in connection with its use of the service, both current and as may come into effect, including, but not limited to, copyright, retransmission consent, obscenity and indecency restrictions and requirements. The customer's compliance shall be performed in a manner assuring that customer's use of the service shall not directly or indirectly cause the Telephone Company, or its affiliates, officers, directors or employees, to be called upon to account for or defend themselves in any forum, proceeding or inquiry, nor shall the customer's use of the service require the Telephone Company, or its affiliates, officers, directors or employees, to commence or participate in a proceeding seeking the protection of a court or agency.

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2. GENERAL REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 Scope (Cont'd)

- (D) If as a result of the content of programming which the customer has transmitted or proposes to transmit through use of the service, the Telephone Company, its directors, officers, stockholders, employees or agents are made the subject of any civil or criminal proceeding (prosecution, regulatory forfeiture or similar action) or are explicitly threatened with such action, the Telephone Company may terminate service without further obligation to the customer. The customer shall indemnify the Telephone Company, its stockholders, directors, officers, employees and agents for all costs and reasonable attorneys' fees incurred in connection with any such action or threatened action.
- (E) The customer is responsible for notifying the Telephone Company of any interruption of service upon ascertaining that it is not caused by any action or omission within the control of the customer or its subscribers.
- (F) The customer or agent of the customer shall not rearrange, move, disconnect, remove or attempt to repair any equipment installed by the Telephone Company except as authorized in writing by the Telephone Company.
- (G) The customer may not assign or transfer the use of facilities for Broadband Video services provided under this tariff except that, where there is no interruption of use or relocation of the facilities for Broadband Video services, such assignment or transfer may be made to:
 - Another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such facilities for Broadband Video services, and the unexpired portion of the minimum period and the termination liability applicable to such facilities for Broadband Video services, if any; or to

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